

ROAD IMPROVEMENT AND MAINTENANCE AGREEMENT

THIS ROAD IMPROVEMENT AND MAINTENANCE AGREEMENT is made and entered into by and between KANE COUNTY, (hereafter the "County"), and ANDREW D. EDWARDS dba MARCH CORPORATION (hereafter "March Corporation").

Recitals

WHEREAS, Kane County presently claims certain road(s) and/or roadway(s) located at and within Kane County, which cross public and private land, as "Class D" road(s), and;

WHEREAS, said road(s) and/or roadway(s) are located in Sections 16, 21, 28, and 34, Township 40 South Range 5 West, SLB&M, and are more particularly described and set forth in the attached "Exhibit A," which is a map depicting said road(s) and/or roadway(s). Said Exhibit is incorporated herein by this reference, and;

WHEREAS, March Corporation desires to use, upgrade, improve and maintain said road(s) and/or roadway(s), for its own commercial benefit in connection with the Bald Knoll Shale Mine Project, in which it has an interest.

Agreement

NOW THEREFORE, the parties hereby agree as follows:

1. Kane County hereby expressly consents to March Corporation's commercial use of said road(s) and/or roadway(s), on the condition that March Corporation fully complies with its obligations under the terms and conditions of this agreement.

2. Kane County further delegates to March Corporation power and authority to make physical improvements and maintain said road(s) and roadway(s) to Utah State Class B Road standards and specifications, subject to Kane County's right to direct any such improvement(s), upgrade(s), and/or maintenance, and approve any plan(s) regarding the same.

3. Said road(s) and/or roadway(s) shall remain open and accessible to the public, and Kane County shall retain ultimate control of said road(s) and/or roadway(s), including any and all right, title, claim or interest it has in and to said road(s) and roadway(s), as public right-of-way(s), and reserves any and all rights and entitlements it has or may have regarding said road(s) and/or roadway(s), including public accessibility.

4. During the term of this agreement, March Corporation, at its own expense, shall be solely responsible for improvement and maintenance of said road(s) and/or roadway(s) to Utah State Class

B Road standards and specifications, at no expense to Kane County.

5. March Corporation guarantees that said road(s) and roadway(s) shall be maintained to State Class B Road standards and specifications, and insures that said road(s) and/or roadway(s) shall qualify for state Class B road funding, payable to Kane County, to which funding March Corporation shall claim no right or entitlement.

6. In its improvement and maintenance of said road(s) and/or roadway(s), March Corporation shall not deviate from the roadway(s)' present course, nor shall it deviate from standard county right-of-way width.

7. Kane County expressly disclaims any liability associated with the use, improvement and/or maintenance of said road(s) and/or roadway(s), or which might arise out of or result from this agreement.

8. March Corporation enters this Agreement and assumes responsibility for improvement and maintenance of the road(s) and/or roadway(s), at its own risk, and expressly acknowledges and assumes all risks associated with said road(s) and/or roadway(s), and the use, improvement and maintenance thereof. March Corporation shall be solely responsible for any and all claims associated with said road(s) and/or roadway(s), and expressly waives and releases any possible claim(s) against Kane County of whatever nature and shall forever hold Kane County harmless from, and indemnify Kane County for, any and all claims whatsoever arising therefrom.

9. The parties hereto agree to execute any and all written documents or instruments which may be necessary to fully carry out or perform the duties, obligations and transactions intended by this Agreement.

10. If legal action becomes necessary to interpret or enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all attorneys fees and costs associated with said action.

11. The parties reserve the right to add and include additional road segments under the terms of this Agreement in the future.

12. The initial term of this Agreement shall be for 10 years, subject to renewal thereafter between the parties

13. No rights or obligations set forth in this Agreement may be assigned to any other part(ies) without express prior written consent from the other party.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. This Agreement shall become effective immediately upon execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28th day of January, 1994.

KANE COUNTY:

MARCH CORPORATION

Glen Martin
GLEN MARTIN, Chairman
Kane County Commission

By: Andrew D. Edwards
ANDREW D. EDWARDS

Its: PRESIDENT

Attest:

Karl Johnson

Attest:

Holly Ramsey

Personally guaranteed by ANDREW D. EDWARDS.

Andrew D. Edwards
Andrew D. Edwards

